

City of Albuquerque

Request for Letters of Interest

Legal Services



March 2019

**City of Albuquerque
Department of Family and Community Services
Division of Behavioral Health and Wellness**

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INTRODUCTION

PURPOSE

In accordance with the relevant sections of the New Mexico Procurement Code § 13-1-28 through § 13-1-199 NMSA 1978, as amended, the City of Albuquerque's Department of Family and Community Services ("City") invites attorneys ("Offerors") to submit letters of interest/proposals in accordance with the specifications contained in this Request for Letters of Interest ("Request"). The purpose of this Request is to establish a pool of qualified attorneys available to provide cost-effective, competent representation in the Assisted Outpatient Treatment (AOT) Program, as detailed below, in the Second Judicial District consisting of Bernalillo County:

Petitioner Attorneys for the University of New Mexico Psychiatric Center, Kaseman Hospital and other inpatient mental health facilities, for cases arising under the Mental Health Code, specifically, Assisted Outpatient Treatment, § 43-1B-1 through § 43-1B-14 NMSA 1978, as amended. Representation would cover all cases filed or reopened during the contract period, and all review hearings for which Notice was filed during the contract period.

Respondent Attorneys for Adults requesting representation under the Program, who are committed to outpatient treatment under the Mental Health Code, specifically, Assisted Outpatient Treatment, § 43-1B-1 through § 43-1B-14 NMSA 1978, as amended. Representation would cover all cases filed, reopened, or reassigned during the contract period.

The City is seeking attorneys to provide legal representation of Petitioners and Respondents. The City will select a pool of attorneys whose proposals indicate that they meet all of the minimum qualifications and requirements listed herein. All services will be performed in conjunction and in association with the AOT Program. Cases will be assigned to Respondent's counsel following the filing of a petition in the Second Judicial District Court, for those clients requesting representation. Contracts will be made with attorneys on an annual basis. At the time of entering into a contract with a selected Offeror, the City may negotiate an alternative billing method or rates which do not exceed those proposed by the Offeror, nor exceed the total amount allotted per case.

Selection of an Offeror does not ensure that a contract will be entered into with that Offeror or guarantee the assignment of cases or work or the payment of any compensation. The City reserves the right to contract with attorneys who have not submitted proposals pursuant to this process should the need arise.

Proposals submitted pursuant to this Request will be accepted by the City on an ongoing basis until further notice in order to maintain a current listing of pre-qualified attorneys available to perform services for the Assisted Outpatient Treatment Program. The City will endeavor to review each proposal and respond to the Offeror within thirty (30) days of receipt of the proposal. If a proposer meets all of the City's minimum qualification and requirements, it will be added to the pool of attorneys available for the assignment of work.

Each Offeror wishing to provide legal services shall submit a proposal containing the information and organized in the format prescribed herein.

STATEMENT OF WORK

The City was awarded a Grant Number 1H79SM063539-01 from the Substance Abuse and Mental Health Services Administration (“SAMHSA”), an agency with the U.S. Department of Health and Human Services, to implement an Assisted Outpatient Treatment (“AOT”) Program within Bernalillo County.

The Assisted Outpatient Treatment grant award is for a project period from October 1, 2018 to September 30, 2022, for the purpose of establishing a framework for identification and referral of, and the provision of case management to AOT consumers, with the goal of reducing the incidence and duration of psychiatric hospitalization, homelessness, incarcerations, and interactions with the criminal justice system, while improving the consumers’ health and social outcomes. Appendix A provides an overview of the Assisted Outpatient Treatment Program.

The Offeror will provide legal services to clients in a professional and skilled manner in accordance with the relevant portions of the New Mexico Mental Health Code, the Rules of Professional Conduct, applicable case law and rules, and the terms of the contract. The City reserves the right to negotiate additional provisions with a successful Offeror.

Description of Services: Petitioner’s Counsel

Provide legal counsel to Petitioner to ensure the statutory criteria are met, including but not limited to, drafting and filing petitions, motions, and other documents associated with Assisted Outpatient Treatment proceedings.

Represent the Petitioner at all stages of the district court proceedings.

On a case by case basis, as approved by the City, Petitioner’s counsel may represent the Petitioner in the appellate process. Counsel will respond to any calendar notice, prepare briefs in cases which are placed on the general calendar, participate in oral arguments, and if necessary, seek certiorari and represent the client in the New Mexico Supreme Court.

Attend AOT Team meetings monthly as scheduled by the Program Manager.

Description of Services: Respondent’s Counsel

Provide legal counsel to Respondent to ensure due process and civil rights are not infringed upon.

For clients who are hospitalized, accept service on their behalf and meet with clients within twenty-four hours of receipt of service.

Represent the Respondent at all stages of the district court proceedings.

On a case by case basis, as approved by the City, Respondent’s counsel may represent the Respondent in the appellate process. Counsel will respond to any calendar notice, prepare briefs in cases which are placed on the general calendar, participate in oral arguments, and if necessary, seek certiorari and represent the client in the New Mexico Supreme Court.

Attend AOT Team meetings monthly as scheduled by the Program Manager.

TERM

Proposals are being considered for Fiscal Year 2019 beginning April 1, 2019 through September 30, 2019. Contracts may be subject to extensions not to exceed a total of four (4) years.

REJECTION/CANCELLATION/ACCEPTANCE

The City of Albuquerque reserves the right to reject any or all proposals in whole or in part and to cancel this Request at any time when it is in the City's interests to do so. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may be accepted without such discussions.

PROPOSAL REVIEW AND THE EVALUATION COMMITTEE

All proposals will be reviewed by the Assistant City Attorney and Division Manager of Behavioral Health and Wellness for compliance with the mandatory requirements stated within the Request. Letters of Interest deemed non-responsive will be eliminated from further consideration.

GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing Procurement

Submission of a proposal constitutes acceptance of the evaluation criteria.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this Request shall be borne solely by the Offeror.

3. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate, or assemble proposal materials.

4. Offeror Right to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative, and addressed to the Division Manager of Behavioral Health and Wellness.

5. No Obligation

This procurement in no manner obligates the City or any of its departments or agencies to the service offered until a valid written contract is approved by the City.

6. Terminations

This Request may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

7. Governing Law

This procurement and any resulting agreement with the Offerors shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

8. Compensation

- (a) The terms of compensation, including hourly rates and maximum allowable compensation for each case, shall be determined by the City. The total amount of compensation paid by the City for legal representation of respondents under the terms of this Request shall not exceed the amounts budgeted by the City and appropriated by the City's governing body for that purpose.
- (b) The City may agree to the compensation of expert witnesses, other than those witnesses who are employees or contractors of UNMPC or any state or governmental institution or agency which is participating in this AOT Program. The terms of compensation for expert witnesses, including hourly rates and maximum allowable compensation for each case, shall not exceed the total compensation allowable per case.
- (c) The total amount of compensation paid by the City for any case under this Request shall not exceed the sum of \$1,000 for the first year of the grant. Subsequent years may have a change in maximum compensation per case, dependent on funding.

9. Sufficient Appropriation

Any contract awarded as a result of this Request process may be terminated or modified if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations are available will be accepted by the Contractor as final.

10. Health Insurance Portability and Accountability Act

The Contractor will comply with the Health Insurance Portability and Accountability Act (HIPAA), and § 43-1B-14 NMSA 1978, as amended, sequestration and confidentiality of records, to safeguard the confidentiality of participants' medical records. In addition, if applicable, the Contractor must comply with 42 CFR Part 2, requiring confidentiality of substance use disorder patient treatment records.

PART 1 INSTRUCTIONS TO OFFERORS

The following instructions establish the procedures applicable to the preparation of letters of interest and the requirements for the format and content of proposals:

1.1 City Contact: The sole point of contact for this Request for Letters of Interest is the City of Albuquerque's Department of Family and Community Services. Contact the following individual(s) regarding this Request:

Ellen Braden, Division Manager
Phone: (505) 768-2788 or [E-Mail: ebraden@cabq.gov](mailto:ebraden@cabq.gov)

1.2 Contract Management: The contract(s) resulting from responses to this Request for all outside counsel services will be managed by the Department of Family and Community Services.

1.3 Submission of Offers: The offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Letters of Interest and mailed or hand-delivered pursuant to the following requirements:

1.3.1 Mail or hand-deliver proposals to:

Department of Family and Community Services
City of Albuquerque
Attention: "RFI Legal Services"
PO Box 1293
Albuquerque, New Mexico 87103

Albuquerque/Bernalillo County Governmental Center
Old City Hall, One Civic Plaza NW, 5th Floor, Room 504
Albuquerque, New Mexico 87102

1.3.2 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.3.3 Submit Copies of the Proposal as follows:

Hard Copy - 1 original and 2 copies of your Technical Proposal. Submit 1 original and 2 copies of your Cost Proposal.

1.3.4 Separate Proposal: A separate proposal must be submitted for each party (i.e., Petitioner, Respondent) on behalf of which the Offeror wishes to provide services. Each proposal submitted shall consist of a Technical Proposal and a Cost Proposal as outlined in Part 2.

1.4 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.5 Insurance Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.6 Award of Contract:

1.7.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror.

1.7.2 Award: Contract(s) shall be awarded to the responsive and responsible Offeror(s) whose offer(s) conform to the Request for Letters of Interest, and will be the most advantageous to the City as services are needed.

1.7.3 Contract Term: The contract term shall be for a period of one (1) year from the effective date of execution of the contract and/or final execution by the City. The contract term may be extended upon mutual written agreement between the City and the Contractor.

1.7.4 Type of Contract: Time and expenses.

1.7 Negotiations: At the time of entering into a contract with a selected Offeror, the City may negotiate an alternative billing method or rates which do not exceed those proposed by the Offeror.

1.8 INSURANCE:

1.8.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the Request, insurance in the kinds and amounts hereinafter provided, with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. Along with the certificate of insurance, a rider or endorsement designating the City as an additional insured will be required. All coverages afforded shall be primary with respect to operations provided.

1.8.2 Coverages Required: The kinds and amounts of insurance required are as follows:

1.8.2.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000 Per Occurrence
\$1,000,000 Policy Aggregate
\$1,000,000 Products Liability/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 50,000 Fire - Legal
\$ 5,000 Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

1.8.2.2 Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.8.2.3 Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.

1.8.2.4 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this Request.

1.8.2.5 Increased Limits: During the term of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.9 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at <https://www.cabq.gov/womens-pay-equity-task-force/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive.

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of the Offeror or your organization, or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Provide a statement or show ability to carry the insurance specified.

2.1.2 Identification of Lawyers; Legal Assistants/Paralegals: List the lawyers and any legal assistants/paralegals, if applicable, who would be assigned to City work in the area of law. Indicate next to each lawyer's name the year in which he or she was licensed to practice, licensed to practice in New Mexico, and the number of years of practice in the area of law.

2.1.3 Management Summary: Provide the name and telephone number of a contact person who would handle the processing of a contract with the City.

2.1.4 Experience: Provide, for each attorney or legal assistant/paralegal listed in the proposal, a separate sheet or sheets containing the following information:

- (a) Name;
- (b) A summary of the attorney's educational background, current practice of law, special training, and awards;
- (c) Current mental health court trial and practice experience and/or related case experience; such as adult guardianship, children's abuse and/or neglect;
- (d) The attorney's experience working with clients with mental illness;
- (e) A summary of the attorney's experience working with community social service or mental health agencies;
- (f) The attorney's office organization and calendaring/docketing system;
- (g) The attorney's ability to meet with clients in various facilities, including the ability to meet within twenty-four hours of accepting a case assignment;
- (h) The attorney's availability on short notice for hearings;
- (i) The attorney's ability to work collaboratively while maintaining zealous advocacy;
- (j) The attorney's ability to attend out-of-court meetings; and
- (k) The attorney's current standing with the New Mexico State Bar.

2.1.5 Summaries: Please note that summaries of experience should contain elements as listed in Section 2.1.4 rather than a mere list of cases. The information provided should also indicate in detail how item 3 of the Minimum Qualifications, set out in Part 3 of this Request is met. Also provide an updated resume or profile of each attorney and legal assistant/paralegal, if applicable.

2.1.7 Contractor Requirements: Provide statements indicating that the Offeror specifically agrees, or takes exception to, the Contractor Requirements set out below.

2.1.8 Conflicts of Interest: Disclose existing or potential conflicts of interest with the City, including but not limited to all matters handled by the Offeror involving claims against the City, representation of third parties against the City and the pursuit of administrative remedies through the City.

2.1.9 Insurance Certificate(s): Please include a copy(s) of certificate(s) of insurance for coverage which the Offeror currently has in effect or a statement of compliance in your proposal.

PART 3

MINIMUM QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications.

3.1.1 Attorneys must be licensed to practice law in the State of New Mexico.

3.1.2 Attorneys must have been licensed for at least three years or must be in practice with attorneys who have been licensed for three years.

3.1.3 Attorneys must have prior experience in any area of law for which they submit a proposal equal to the following:

(a) three years of trial, teaching, appellate or other non-trial experience as an attorney in the selected area, acquired during the last five years; or

(b) equivalent practical experience as determined by the City Attorney.

3.2 Contractor Requirements.

3.2.1 Attorneys must agree to bill the City in 0.1 hour billing units and at hourly rates of \$50.00/hour, inclusive of gross receipts tax. The hourly rates submitted, which are the maximum rates which may be charged to the City, may remain fixed for a four-year period following the receipt of the Letter of Interest in response to this solicitation.

3.2.2 Attorneys must agree that billings for costs will include gross receipts taxes or outside costs for which such taxes have already been paid.

3.2.3 Attorneys must agree to comply with all laws, ordinances, rules and regulations, resolutions, policies, etc, in effect during the term of any contract with the City.

3.2.4 Attorney must be located in the Greater Albuquerque Metropolitan area, or agree not to bill the City for travel time between its office and Albuquerque, without prior approval.

3.2.5 Attorneys must have or agree to provide at the time of assignment of a case or project, adequate insurance to cover the City's exposure under the New Mexico Tort Claims Act considering the risk involved. The type of insurance and liability limits will be negotiated at the time of assignment. In all instances, professional liability coverage and compliance with the workers' compensation act, must be provided. Commercial general liability and auto liability coverage may also be required.

3.2.6 Attorneys must agree to comply with the New Mexico Rules of Professional Conduct.

3.2.7 Attorneys must agree to provide the City with notice of any client representation which could conflict with the representation of the City during the two-year period

following receipt by the City of the attorney's letter of interest.

3.2.8 Attorneys must agree that only those attorneys and legal assistants/paralegals set out in the proposal submitted shall provide services to the City, unless the City approves in writing its request for a change in personnel.

3.2.9 Attorney must agree to the following procedural guidelines:

- (a) no billing of administrative guidance and coordination of secretaries, legal assistants/paralegals, and associates;
- (b) no billing of partner or attorney rates for routine activities of clerical, secretarial or legal assistant paralegal personnel conducting conflict checks, preparing form letters, setting up files, or other overhead activities;
- (c) identifying a contact person to handle billing questions and problems;
- (d) monthly or quarterly billing which identifies the billing party, the service provided and the billing rate of \$50.00/hour;
- (e) obtaining prior approval from the supervising Assistant City Attorney and the Division Manager for hiring expert witnesses, and other extraordinary costs and expenses.

APPENDIX A

Overview of the Assisted Outpatient Treatment Program

Assisted outpatient treatment (AOT) is a civil court ordered program of delivering community-based treatment to adults with serious mental illness who are found by a judge, in consideration of prior incarcerations or hospitalizations, to be unlikely to adhere to prescribed treatment on a voluntary basis. It is a 2-way commitment that requires treatment providers to serve individuals at the same time it commits individuals to adhere to their treatment plans. Through the ritual of court hearings and the symbolic weight of a judge's order, AOT seeks to leverage a "black robe effect," motivating the individual to regard treatment adherence as a legal obligation.

Funded by a four-year grant with the Substance and Mental Health Services Administration (SAMHSA), the City of Albuquerque's AOT Program will serve a maximum of 60 individuals in the first year. Referrals for this program will primarily be from inpatient hospital facilities (Petitioner), such as the University of New Mexico's Psychiatric Center and Kaseman Hospital. This program provides psychiatric and intensive comprehensive case management services, as well as monthly sessions with a judge to individuals with serious mental illness (Respondents) ordered for treatment by the Second Judicial District Court. The AOT case manager monitors the participant's progress and compliance with the treatment plan in accordance with the court order. The AOT case manager reports to the court on the client's condition and attends all court staffings and hearings.

AOT provides a less restrictive opportunity to ensure individuals do not suffer a break in their continuity of care, thereby reducing the incidence and duration of psychiatric hospitalization, homelessness, incarcerations, and interactions with law enforcement and the criminal justice system, while improving the health and social outcomes of individuals living with a serious mental illness.

Criteria: § 43-1B-3 NMSA

AOT is "intended to benefit severely mentally ill [adults] who need ongoing psychiatric care to prevent relapse, rehospitalization, and/or dangerous behavior, and who have difficulty following through with community-based treatment." (Swartz et al. 2001). In most cases, these individuals suffer from schizophrenia, bipolar disorder, major depression with psychotic features, or schizoaffective disorder. Candidates for AOT have also been noncompliant with prescribed medication, have multiple inpatient psychiatric hospitalizations, and/or incarcerations. Court-ordered treatment provides this small group of individuals the opportunity to engage in treatment they might otherwise be unable to access.

A Respondent may be ordered to participate in assisted outpatient treatment if the court finds by clear and convincing evidence that the person:

1. Is eighteen years of age or older and resides in Bernalillo County;
2. Has a serious mental illness;
3. Has a history of treatment non-adherence that has either:

Been a significant factor in their hospitalization and/or incarceration at least twice in the last 4 years; OR

Resulted in one or more acts, attempts or threats of serious and violent behavior toward self or another in the last 4 years; OR

Resulted in incarceration or hospitalization for 6 months or more and the person is to be discharged within the next 30 days or was recently discharged within the past 60 days;

4. Is unwilling or unlikely, as a result of a mental illness, to participate voluntarily in outpatient treatment that would enable the person to live safely in the community;

5. Is in need of AOT as the least restrictive appropriate alternative to prevent a relapse or deterioration likely to result in serious harm to self or others; AND

6. Will likely benefit from AOT and it is in their best interest.

Who Can File a Petition: § 43-1B-4 NMSA

To file a petition for AOT, the party must be:

- Anyone 18 or older with whom the person is living
- A parent, spouse, sibling or child of the person, provided they are 18 or older
- The director of any agency where the person resides and provides mental health services to the person
- The director of a hospital where the person is hospitalized
- A qualified professional who is providing or supervising the person's mental health treatment or has supervised or treated the person within the past 48 months
- A surrogate decision-maker

Any one of the above is a Petitioner.

What Must be Included in the Petition: NMSA 43-1B-4

The petition must state: (1) that the person is present or believed to be present within the county where the petition is filed; (2) all the criteria necessary for placement in AOT; (3) the facts supporting the belief that the person meets all the criteria; and (4) that the subject of the petition has the right to be represented by counsel.

The petition must be accompanied by an affidavit of a licensed mental health treatment provider stating that either:

1) The licensed mental health treatment provider examined the person no more than ten days prior to the submission of the petition, believes that the person meets the criteria for assisted outpatient treatment, recommends assisted outpatient treatment, and is willing to testify at the hearing; or

2) The licensed mental health treatment provider, or his or her designee, made appropriate attempts no more than ten days prior to the filing of the petition to examine the person and the

person refused, has reason to suspect the person meets the criteria assisted outpatient treatment, and is willing to examine the person and testify at the hearing.

The court must fix a date for a hearing on the petition that is no more than seven days (excluding weekends and holidays) after the petition is filed.

Continuances will only be allowed for good cause. Before granting one, the court shall consider the need for an examination by a physician, or the need to provide assisted outpatient treatment expeditiously.

Right to Counsel: § 43-1B-6 NMSA

The person who is subject to the petition has the right to be represented by counsel at all stages of the proceedings. If able to afford it, the person is responsible for the cost of the legal representation on his or her behalf.

Evidentiary Hearing: § 43-1B-6 NMSA

The court will hear testimony and, if advisable, examine the person (in or out of court). The testimony need not be limited to the facts included in the petition.

If the person fails to appear at the hearing and appropriate attempts to elicit attendance have failed, the court may conduct the hearing in the person's absence. However, the court is prohibited from ordering AOT unless a physician who has reviewed the available treatment history of the person and personally examined him or her no more than ten days before the filing of the petition testifies in person at the hearing.

If the person is present at the hearing but has refused and continues to refuse to be examined and the court finds reasonable cause to believe the allegations in the petition to be true, it may order the person be taken into custody and transported to a hospital for examination by a licensed mental health treatment provider.

If after hearing all relevant evidence, the court finds that the person does not meet the criteria for assisted outpatient treatment, the court will dismiss the petition. If the court finds, by clear and convincing evidence, that the person meets the criteria for assisted outpatient treatment and there is no appropriate and feasible less restrictive alternative, the court may order the person to receive assisted outpatient treatment for up to one year.

The Treatment Plan: § 43-1B-7 NMSA

In the assisted outpatient treatment order, the court shall specify the services that the person is to receive. The court shall not require any treatment that is not included in the proposed treatment plan submitted by the examining licensed mental health treatment provider.

Types of AOT Treatment Services:

- Medication management
- Individual or group therapy
- Day or partial day programming activities
- Educational and vocational training activities
- Alcohol and substance abuse treatment and counseling
- Supervision of living arrangements
- Periodic blood or urine tests to determine compliance with medication and/or to screen for illegal drugs and alcohol
- Any other service prescribed to treat a patient's mental illness and to assist the patient in living and functioning in the community, or to attempt to prevent deterioration

Right to Appeal: § 43-1B-9 NMSA

Any person ordered to undergo assisted outpatient treatment may immediately file a notice of appeal.

Renewals: § 43-1B-11 NMSA

If the condition of the person requires an additional period of AOT, the Petitioner may apply to the court prior to the initial order's expiration for an additional period of AOT of no more than one year. The procedures and requirements for obtaining a renewal order are the same as for obtaining an initial order.